



**DEPARTMENT OF THE ARMY**  
**HEADQUARTERS UNITED STATES ARMY FORCES COMMAND**  
**1777 HARDEE AVENUE SW**  
**FORT MCPHERSON GEORGIA 30330-1062**

REPLY TO  
ATTENTION OF

AFLG-PRO (715)

26 Jan 00

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Contracting Information Letter (CIL) 00-13, Protest  
Analysis for Fourth Quarter FY 99

1. GAO Protests filed:	<b>4th Qtr 99</b>	<b>4th Qtr 98</b>
USA Forces Command	5	10
Total protests filed	80	82

2. Lessons Learned from two sustained protests:

a. ATA Defense Industries, Inc., B-282511.1 and  
B-282511.2.

Protester's allegation that the awardee's proposal for a targetry system was improperly evaluated was sustained where the record showed that the agency could not reasonably conclude that the awardee's proposal merited a rating of excellent under the technical evaluation scheme. The evaluation scheme reserved a rating of excellent for those systems that located hits for armor targets to within 60 millimeters of where a round actually penetrated the plane of the target, and the awardee's proposal showed that it did not meet this margin of error.

The GAO sustained this protest because it did not agree with the technical rating assigned to the awardee. The GAO stated that where evaluation ratings are described in measurable terms, there must be no doubt that those terms are met before

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assigning the rating. Discussions must continue until the doubt is resolved. In this instance, the awardee was asked some questions but GAO believed that the awardee's response did not relieve the doubt.

The use of FAR Part 12, Acquisition of Commercial Items does not relieve the government of the duty to discuss and question an offeror's proposal in order to verify that it complies with the solicitation's evaluation requirements.

b. Makro Janitorial Services, B-282690.

Protester alleged that a task order for housekeeping services improperly exceeded the scope of the original contract for preventive maintenance and inventory, repairs and facility survey activities.

The contract was subsequently modified to include housekeeping and exterior grounds maintenance services. The modification defined "Housekeeping Services" as all labor and materials to maintain the cleanliness of all medical facility spaces, which in practice included dusting, vacuuming, and cleaning windows and linens. The Comptroller General highlighted various terms of the original contract to support its findings that housekeeping is outside the scope of the contract. The Comptroller General also looked to various explanatory memoranda and correspondence from agency officials regarding the purpose of the original contract, to provide some context for the term "maintenance." The Comptroller General concluded that the terms of the scope of work did not contemplate the acquisition of housekeeping services as defined by the modification.


The original contract as competed did not reasonably provide for the procurement of the housekeeping services, which were added by the modification. The Comptroller General determined that the modification was therefore outside the scope

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of the original contract. The Comptroller General stated that the use of the task order to obtain these services was improper and the services should be obtained through full and open competition.

3. For additional information, contact Irene Hamm,  
DSN 367-5632, hammi@forscom.army.mil.

A handwritten signature in black ink, appearing to read "Charles J. Guta", with a long horizontal flourish extending to the right.

CHARLES J. GUTA

Colonel, AC

Chief, Contracting Div, DCSLOG

Principal Assistant Responsible  
for Contracting